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20 ADIDAS AG AND ADIDAS AMERICA, INC.

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 ADIDAS AMERICA, INC., a  
16 Delaware corporation, and ADIDAS  
17 AG, a German corporation,

18 Plaintiffs,

19 v.

20 SOCCER AND SOCCER, INC., a  
21 California corporation, SAGHIR  
22 SPALL, individually and d/b/a  
23 SOCCER AND SOCCER, MAPLE  
24 SPORTS INC. a California  
25 corporation, PREMIER SOCCER  
INC., a California corporation,  
RICARDO RAMOS, individually and  
d/b/a PREMIER SOCCER. GLORY  
TRADING INC, a California  
corporation AND MARIO SPORTS. a  
California Corporation

Defendants.

Case No. CV-13-7148-GW-VBK

**PERMANENT INJUNCTION  
AGAINST DEFENDANTS PREMIER  
SOCCER, INC. AND RICARDO  
RAMOS, INDIVIDUALLY AND D/B/A  
PREMIER SOCCER, INC. ON  
CONSENT**

1 Having considered the Complaint on file in this action, and Premier Soccer,  
2 Inc. and Ricardo Ramos, individually and doing business as Premier Soccer, Inc.,  
3 (collectively, “Premier Soccer”) having consented to the terms of the permanent  
4 injunction set forth below, this Court hereby finds as follows:  
5

6 1. Plaintiffs adidas America, Inc. and adidas AG (collectively, “adidas”)  
7 own and extensively use the Three-Stripe trademark (the “Three-Stripe Mark”),  
8 which is covered by valid U.S. Trademark Registration Nos. 870,136, 961,353,  
9 1,815,956, 1,833,868, 2,016,963, 2,058,619, 2,278,589, 2,278,591, 2,284,308,  
10 2,909,861, 2,999,646, 3,029,127, 3,029,129, 3,029,135, 3,063,742, 3,063,745,  
11 3,087,329, 3,183,656, 3,183,663, and 3,236,505. adidas uses the Three-Stripe Mark  
12 in connection with footwear and apparel, among other goods.  
13

14 2. On September 26, 2013, adidas filed a Complaint claiming, *inter alia*,  
15 that Premier Soccer were manufacturing, importing, distributing, marketing,  
16 promoting, offering for sale, and selling apparel bearing confusingly similar  
17 imitations of adidas’s federally registered Three-Stripe Mark (the “Infringing  
18 Apparel”). Photographs of representative examples of the Infringing Apparel are  
19 attached as **Exhibit 1**.  
20

21 3. Premier Soccer accepted service of the Summons and Complaint, but  
22 have not yet filed an Answer or any other pleading in response to adidas’s  
23 Complaint.  
24

25 4. On October 25, 2013, the Court entered an order granting adidas’s  
26 motion for a preliminary injunction, finding adidas has shown a likelihood of success  
27 on the merits of its trademark infringement claims and enjoining Defendants from  
28 continuing to infringe adidas’s Three-Stripe Mark.  
29

30 5. The Court has jurisdiction over the subject matter of this action and over  
31 Premier Soccer, and venue in this action is proper in this judicial district.  
32

1 Accordingly, **IT IS HEREBY ORDERED** that:

2 1. Premier Soccer and all of their agents, officers, employees,  
3 representatives, successors, assigns, attorneys, and all other persons acting for, with,  
4 by, through, or under authority from Premier Soccer, or in concert or participation  
5 with Premier Soccer, and each of them, are **PERMANENTLY ENJOINED and**  
6 **RESTRAINED**, from:

7 a. importing, manufacturing, producing, advertising, promoting,  
8 displaying, distributing, offering for sale, or selling the Infringing  
9 Apparel;

10 b. importing, manufacturing, producing, advertising, promoting,  
11 displaying, distributing, offering for sale, or selling any other  
12 apparel bearing the Three-Stripe Mark or any other confusingly  
13 similar imitation of adidas's Three-Stripe Mark, including  
14 without limitation any apparel with one additional stripe (i.e.,  
15 four stripes) or less one of the three stripes (i.e, two stripes);

16 2. This Court shall have continuing jurisdiction to enforce the provisions  
17 of the permanent injunction entered herein.

18 3. The claims asserted in adidas's Complaint are hereby dismissed with  
19 prejudice, with each party bearing its own costs, including attorneys' fees.

21 IT IS SO ORDERED this 27<sup>th</sup> day of March , 2014.

22   
23

24 The Honorable George H. Wu  
25 United States District Court

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3 Presented by:  
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5 KILPATRICK TOWNSEND & STOCKTON LLP  
6

7 Bv: /s/ Nichole Davis Chollet  
8 NICHOLE DAVIS CHOLLET  
9

10 Attorneys for Plaintiff  
11 ADIDAS AG and ADIDAS AMERICA, INC.  
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## EXHIBIT 1

